

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Environmental Resources

BOARD AGENDA: 5.B.4
AGENDA DATE: May 5, 2026

SUBJECT:

Approval of the Revised and Restated Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0211

On motion of Supervisor Withrow Seconded by Supervisor B. Condit

and approved by the following vote,

Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.4
AGENDA DATE: May 5, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval of the Revised and Restated Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies

STAFF RECOMMENDATION:

1. Approve and adopt the Revised and Restated Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies, retroactive to March 1, 2026.
2. Authorize the Chairman of the Board of Supervisors to sign the Revised and Restated Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies on behalf of Stanislaus County, retroactive to March 1, 2026.

DISCUSSION:

Background

In September 2014, Governor Edmund G. Brown signed the Sustainable Groundwater Management Act (SGMA), establishing a framework for local agencies to manage groundwater sustainably. SGMA mandates the formation of Groundwater Sustainability Agencies (GSAs) responsible for developing and implementing Groundwater Sustainability Plans (GSPs) over a 20-year implementation period.

Stanislaus County contains four groundwater subbasins, including the critically overdrafted Delta-Mendota Subbasin, which was required to adopt GSPs by January 31, 2020. Several agreements and memoranda, including the Northwestern Delta-Mendota GSA Memorandum of Understanding (2017) and the SGMA Services Memorandum of Agreement (SS-MOA) (2017) with the San Luis and Delta-Mendota Water Authority (SLDMWA) established governance, cost-sharing, and coordination among the following multiple GSAs of the Northern Delta-Mendota Region Management Group:

1. West Stanislaus Irrigation District GSA
2. DM-II GSA (Del Puerto Water District-Oak Flat Water District)
3. Patterson Irrigation District GSA (Patterson Irrigation District and Twin Oaks Irrigation District)
4. City of Patterson GSA
5. Northwestern Delta-Mendota GSA (Stanislaus and Merced Counties)

The original Coordination Agreement between the 23 GSAs of the Subbasin evolved into the Delta-Mendota Subbasin Memorandum of Agreement (MOA), effective August 2024, clarifying GSA responsibilities and governance structures. An amendment to the existing cost-sharing agreement (2025) refined representation and expense allocations among the GSA groups. A diagram illustrating the Delta-Mendota SGMA Governance Structure and Coordination Committee voting member representation is provided as Attachment 2.

Initially, six separate but coordinated GSPs were developed for the Subbasin. After the Department of Water Resources (DWR) deemed these plans incomplete and later inadequate, the GSAs opted to adopt a single GSP to enhance coordination, efficiency, and address deficiencies. On March 2, 2026, the State Water Resources Control Board (SWRCB) released a Staff Assessment of the 2024 revised Delta-Mendota Subbasin GSP. The purpose of the Staff Assessment is to inform the public that the SWRCB is considering referring the Subbasin back to the DWR for continued state evaluation and assessment, rather than proceeding with a hearing to determine whether the Subbasin should be placed on probationary status.

Joint Powers Authority Agreement

Under the MOA, the Subbasin GSAs had agreements with the San Luis and Delta-Mendota Water Authority (SLDMWA) whereby SLDMWA provided fiscal, contracting and administrative services for the Subbasin. SLDMWA's Board directed that SLDMWA consolidate its mission to core objectives and, therefore, transition away from providing these services by the start of its fiscal year beginning March 1, 2026. As a result, the Subbasin GSAs executed a Joint Powers Agreement, establishing a Joint Powers Authority in January 2026.

Changes to the MOA

With the establishment of the Delta-Mendota Subbasin GSAs Joint Powers Authority (DM Authority), the SLDMWA will no longer have a role in the management of the GSAs, and therefore, the Revised and Restated Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies (Attachment 1) removes the role of SLDMWA in Article III and replaces it with the DM Authority. Additionally, in the Revised MOA, the Board of Directors of the DM Authority supersedes and replaces the Coordination Committee identified in Article IV of the Original MOA. Lastly, since Widren Water District and Oro Loma Water District recently joined the Central Delta-Mendota GSA Joint Powers Authority, the MOA signatories reflect this change from 23 to 21 GSAs.

On February 4, 2026, the Delta-Mendota Joint Powers Authority Board of Directors was established and held a Special Joint Meeting with the Coordination Committee. During the meeting, the Revised MOA was presented by legal counsel. The Board directed legal counsel to modify Section 7.1 of the Revised MOA to state that the Parties agree to "coordinate to develop and maintain a monitoring network at the Subbasin level." This is a non-substantive revision and does not change the terms or Party responsibilities of the Revised MOA.

Due to the structure of the MOU governing the administration of the Northwestern Delta-Mendota GSA, both Stanislaus and Merced Counties must approve the Delta-Mendota

Subbasin GSAs Revised and Restated MOA and adopt it by their respective governing bodies.

POLICY ISSUE:

This proposed action is in compliance with State legislation known as SGMA which mandates the adoption and implementation of a GSP for groundwater basins, such as the Delta-Mendota Groundwater Subbasin, which is categorized as being in a condition of critical overdraft.

The Revised MOA is necessary to ensure that recent changes to Subbasin governance are reflected in the updated agreement, preventing any gap in essential GSP development and implementation activities, including changes to fiscal, administrative, and contracting services at the subbasin level to support GSAs in achieving subbasin goals.

FISCAL IMPACT:

Stanislaus County will remain responsible for contributing to its share of funding for GSP development and implementation pursuant to the participation percentages established by the Amended and Restated Cost-Sharing Agreement for Delta-Mendota Subbasin Coordination (2025) and Northern Delta-Mendota GSAs Special Project Agreement. Additional costs associated with the formation of a JPA will be incorporated into future Northern Delta-Mendota GSA Group operating budgets, and the Department of Environmental Resources will ensure that sufficient funds are included in the Ground Water Program's future Adopted Budgets for these purposes.

There will be additional costs associated with implementing the GSP, as well as future GSP updates and annual reporting over the coming decades. These costs, once determined, will be incorporated into the Ground Water Program's future Adopted Budgets, subject to future County budget considerations and approval by the Board of Supervisors.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Enhancing Community Infrastructure* by committing to the responsible management of community infrastructure and sustainable groundwater resources.

STAFFING IMPACT:

Existing staff will continue to oversee the work associated with this item.

CONTACT PERSON:

Robert Kostlivy, Department of Environmental Resources Director
Telephone: (209) 525-6768

Christy McKinnon, Water Resources Manager
Telephone: (209) 525-6818

ATTACHMENT(S):

1. Delta-Mendota Subbasin Revised Restated MOA
2. Delta Mendota Subbasin Coordination Committee

**REVISED AND RESTATED
MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES**

THIS REVISED AND RESTATED MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and shall be effective as of March 1, 2026 (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and is made with reference to the following facts:

RECITALS

A. On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”).

B. SGMA requires all groundwater subbasins designated as high- or medium-priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner.

C. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority, critically overdrafted basin by DWR.

D. The Subbasin includes multiple groundwater sustainability agencies (each a “**GSA**” and collectively, the “**GSAs**”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans.

E. Pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“**Coordination Agreement**”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans.

F. In 2024, the Parties adopted a single groundwater sustainability plan (“**GSP**”) to cover the entire Subbasin to comply with SGMA.

G. If there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA.

H. As part of the development of a single GSP, the Parties adopted a Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies and San Luis & Delta-Mendota Water Authority, effective September 12, 2024 (the “**Original MOA**”).

I. Through the Original MOA, the GSAs desired to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA, and develop a “Coordination Committee” to assist with said efforts.

J. As of December 1, 2025, the Parties entered into that certain “Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement” to create a separate entity known as the Delta-Mendota Subbasin GSAs Joint Powers Authority (the “Authority”).

K. The responsibilities of the Coordination Committee created by the Original MOA have been superseded by the Board of Directors of the Authority, rendering the Coordination Committee unnecessary.

L. With the creation of the Authority, the San Luis & Delta-Mendota Water Authority is no longer involved in the coordination of the GSAs in the Subbasin and is therefore no longer a signatory to this MOA.

M. The Parties desire to revise and restate the Original MOA as outlined in this MOA and it is the intent of the Parties that this MOA supersede and replace the Original MOA.

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

1.1 “**Authority**” shall mean the Delta-Mendota Subbasin GSAs Joint Powers Authority.

1.2 “**Coordinated Plan Expenses**” are those Subbasin-wide Activities expenses incurred by the Authority, the Secretary, and the Plan Manager, at the direction of the Board of Directors, within approved annual cost estimates for purposes described in this MOA and in implementing this MOA, including actual expenses incurred in executing obligations under this MOA for intrabasin and interbasin coordination, which are shared equally amongst the seven representative seats of the Board of Directors, in accordance with the Participation Percentages.

1.3 “**DWR**” shall mean the California Department of Water Resources.

1.4 “**Effective Date**” shall be March 1, 2026.

1.5 “**GSA**” shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “**GSAs**” shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

1.6 “**GSP**” shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

1.7 “**MOA**” shall mean this Revised and Restated Memorandum of Agreement by and among the Parties.

1.8 “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

1.9 “**Party**” or “**Parties**” shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

1.10 “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the Board of Directors of the Authority to perform the role of the Plan Manager and to serve as the point of contact to DWR and/or the State Water Board.

1.11 “**SGMA**” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

1.12 “**SGMA Definitions**” shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

1.13 “**State Water Board**” shall mean the California State Water Resources Control Board.

1.14 “**Subbasin**” shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

1.15 “**Subbasin-wide Activities**” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Board of Directors of the Authority. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

1.16 “**Water Year**” shall mean the period from October 1 through the following September 30.

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to implement and update the GSP in compliance with SGMA, for the sustainable management of the Subbasin. Each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate to implement the GSP within their respective GSA territories.

2.3 **Each Party’s Rights.** This MOA shall not limit or interfere with any Party’s rights or authorities over its own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, billing and collection

procedures, GSA powers and implementation or exercise of such powers, operations, and water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Management and GSP Implementation.** It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA's boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

ARTICLE III – JOINT POWERS AUTHORITY

3.1 **Delta-Mendota Subbasin GSAs Joint Powers Authority.** The Parties entered into that certain Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement effective December 1, 2025, to form the Delta-Mendota Subbasin GSAs Joint Powers Authority (the "Authority"). The Board of Directors of the Authority superseded and replaced the Coordination Committee identified in the Original MOA. All of the Parties to this MOA are Members of the Authority.

ARTICLE IV – APPROVAL BY INDIVIDUAL PARTIES

4.1 Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA's Board of Directors' meeting to the Secretary of the Authority.

ARTICLE V – POWERS RESERVED TO PARTIES

5.1 Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

ARTICLE VI – EXCHANGE OF DATA AND INFORMATION

6.1 **Exchange of Data and Information.** The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and

between the Parties. Procedures for exchanging of such data and information are outlined in Article XI of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement.

ARTICLE VII – MONITORING NETWORK

7.1 In accordance with SGMA, the Parties hereby agree to coordinate to develop and maintain a monitoring network at a Subbasin level. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

7.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

ARTICLE VIII – COORDINATED DATA MANAGEMENT SYSTEM

8.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the

Board of Directors of the Authority with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

ARTICLE IX – ADAPTIVE MANAGEMENT FRAMEWORK

9.1 The Parties previously established an “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

9.2 If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Authority’s Board of Directors.

9.3 As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“**P&MAs**”) within its boundaries to reach sustainability in compliance with SGMA.

ARTICLE X – MODIFICATION OF THIS MOA

10.1 **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of Board of Directors of the Authority at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in Coordinated Plan Expenses.

10.2 **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

10.3 **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

ARTICLE XI – WITHDRAWAL, TERM, AND TERMINATION

11.1 **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Authority’s Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for Coordinated Plan Expenses. The withdrawing Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be

established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

11.2 **Termination**. This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.

11.3 **Indemnification**. No Party, nor any director, officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.

ARTICLE XII – PROCEDURES FOR RESOLVING CONFLICTS

12.1 In the event of any dispute arising from or relating to this MOA, the procedures for resolving conflicts described in Article XIII of the Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement shall control.

ARTICLE XIII – GENERAL PROVISIONS

13.1 **Authority of Signers**. The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

13.2 **Governing Law**. The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

13.3 **Severability**. Except as provided for cure by amendment in Articles 10.2 and 10.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

13.4 **Counterparts**. This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

13.5 **Good Faith**. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and

documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA GSA – DELTA-MENDOTA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MERCED DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA A
GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA B
GSA

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Vito Chiesa

Print Name: VITO CHIESA

Print Title: CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM

By: *[Signature]*
04/02/2020

MERCED COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT
GSA

Print Name: _____

Print Title: _____

EXHIBIT “A”

Parties to the MOA

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: County of Fresno, County of Merced, Eagle Field Water District, Fresno Slough Water District, Mercy Springs Water District, Oro Loma Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Santa Nella County Water District, Tranquillity Irrigation District, and Widren Water District GSA)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera GSA – Delta-Mendota
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Patterson Irrigation District GSA
19. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)

20. Turner Island Water District-2 GSA
21. West Stanislaus Irrigation District GSA

EXHIBIT B

BOARD OF DIRECTORS REPRESENTATIVES & PARTICIPATION PERCENTAGES

Board of Directors Representatives (alphabetically)		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Central Delta-Mendota GSA Central Delta-Mendota GSA	Central Delta-Mendota GSA	1/7
3	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
4	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
5	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
6	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA County of Madera GSA – Delta-Mendota Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7

EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the Board of Directors of the Authority to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the Authority’s Board of Directors agenda.

2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.

3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the Authority (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next Authority’s Board of Directors agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.

4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Board of Directors of the Authority to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the Board of Directors of the Authority to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Authority's Board of Directors for further discussion and potential Subbasin-wide action. The Authority's Board of Directors will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the Board of Directors of the Authority for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared pursuant to the Participation Percentages of the Authority (i.e. 1/7th each). The Authority's Board of Directors will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions ("P&MAs") and within the timeframe presented to the Authority's Board of Directors, the GSA may seek assistance from the Authority. The Board of Directors of the Authority may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the Board of Directors of the Authority may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.

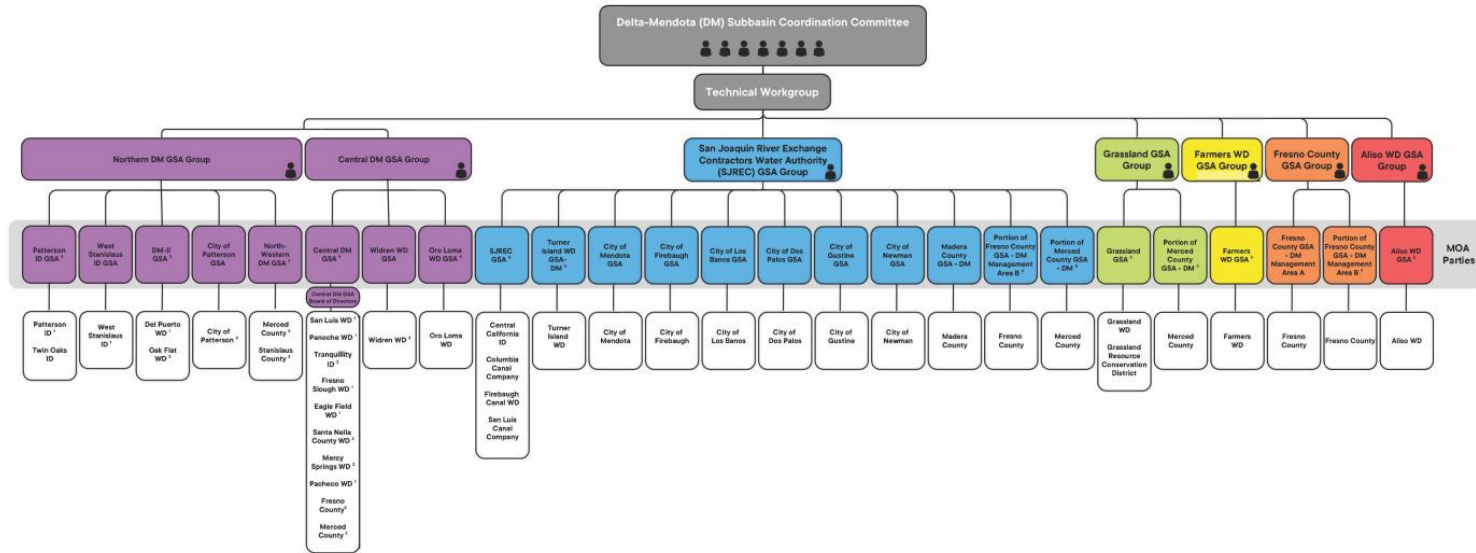


EXHIBIT “D”

SUBBASIN-WIDE ACTIVITIES

(Initial List)

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the Authority’s Board of Directors
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines



Legend

- Delta-Mendota Subbasin Coordination Committee Voting Member

Abbreviations

- DM = Delta-Mendota
- ID = Irrigation District
- WD = Water District
- GSA = Groundwater Sustainability Agency
- SGMA = Sustainable Groundwater Management Act

Notes

1. Participation in North-Central Delta-Mendota Region GSP through Activity Agreement with the Authority
2. Participation in North-Central Delta-Mendota Region GSP through Memorandum of Agreement with the Authority
3. Technical Workgroup Member

Delta-Mendota Subbasin SGMA Governance Structure